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*S. F. Ry. Co. v. Trawick*, 68 Tex. 314; *The Ga. R. R. v. Spears*, 66 Ga. 485. Thus, where the cause of the damage, for which recovery is sought, is not connected with the inherent nature or vicious propensities of the animals undertaken to be carried, the carrier is liable. *McCoy v. The K. & D. M. R. Co.*, 44 Iowa, 424; *Lindsley v. M. & St. P. R. Co.*, 36 Minn. 539. And further, the *onus* is on the carrier to account for the stock delivered to it and lost during transit, without affirmative proof of negligence by the shipper, except in the case of special contracts. *McBeath v. Wab. St. L. & Pac. Ry. Co.*, 20 Mo. App. 445.

CARRIERS—PASSENGERS' BAGGAGE—CARRIERS AS WAREHOUSEMEN.—*KRESIN V. CENTRAL RY. CO.*, 103 N. Y. SUPP. 1002.—*Held*, that where baggage is carried on the train with the passenger so that he is present upon its arrival, he must take it away as soon as practical; and if, for his own convenience, he chooses to leave it with the carrier, the latter becomes a warehouseman.

It is a general rule that when a passenger fails to claim his baggage within a reasonable time after the arrival at its destination, the extraordinary liability of the carrier is changed to that of an ordinary bailee for hire. *Chicago & Alton Ry. Co. v. Addisoat*, 17 Ill. App. 632. A "reasonable time" within the meaning of this rule depends upon what is the usual course of business at the place where the baggage arrives, the customs of the company, the manner of transporting baggage from the station, and all the circumstances surrounding the case. *Quimit v. Henshaw*, 35 Vt. 605; *Mote v. Chicago & N. W. R. R. Co.*, 27 Iowa 22. It has been held in a number of cases that it is the duty of the passenger to present his check and receive his baggage immediately upon its arrival, making due allowance for delay caused by the crowded state of the depot at the time. *K. C. F. S. & M. P. Co. v. McGahey*, 63 Kan. 344; *G. H. & San Antonio R. R. Co. v. Smith*, 81 Texas, 479. And it seems that a passenger cannot extend the strict and rigid liability of a common carrier as an insurer by postponing the time of taking possession of baggage for his own convenience, or on account of peculiar circumstances. *Chicago, R. I. & P. R. Co. v. Boyce*, 73 Ill. 510; *Steamboat v. Smart*, 107 Pa. 492. If the baggage is sent on ahead to be held until the arrival of the next train, or is held on request until the passenger can conveniently send for it, the carrier holds it merely as a warehouseman. *Laf-ray v. Grummond*, 74 Mich. 186; *Ga. Ry. & Banking Co. v. Thompson*, 86 Ga. 327. However, the carrier must perform its duty to the passenger, and it is not discharged from liability as an insurer until the baggage has been put in a proper place, ready for delivery, and the passenger has been given a reasonable opportunity, under the existing circumstances, to claim it. *Dinenny v. N. Y. & N. H. R. Co.*, 49 N. Y. 546; *Toledo, St. Louis & K. C. R. Co. v. Tapp*, 6 Ind. App. 304.

CARRIERS—PERSONAL INJURIES—ASSAULTS BY EMPLOYEES.—*ZECCARDI V. YONKERS R. CO.*, 83 N. E. 31 (N. Y.).—Plaintiff was a passenger on defendant's car. The conductor quarreled with another passenger and ejected him, whereupon he and the conductor engaged in a fight upon the ground, the car being stopped at the time. Plaintiff, not knowing what the fight was about, stepped between to separate them, when the motorman assaulted him. *Held*: defendant owed him no duty. Chase and Hiscock, J.J., *dissenting*.

The law implies a contract upon the part of a carrier of passengers for